

## LANDOWNER AGREEMENT

This Landowner Agreement ("Agreement") is made effective this \_\_\_\_ day of \_\_\_\_\_, 2015 ("Effective Date"), is by and between **Virgil D. Gochanour** ("Owner") and **Atlantic Richfield Company** ("Atlantic Richfield").

### RECITALS

1. Atlantic Richfield plans to conduct certain remedial actions on real property owned by Owner more specifically described herein.
2. Owner is willing to permit Atlantic Richfield to conduct the remedial actions on the property owned by Owner on the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement including the mutual interest of Owner and Atlantic Richfield in furthering the protection of the public health and the environment, Owner and Atlantic Richfield agree as follows:

### AGREEMENT

1. GRANT OF ACCESS. During the term of this Agreement, Owner hereby grants to Atlantic Richfield, the United States Environmental Protection Agency ("EPA") and the State of Montana (the "State") the right to enter Owner's real property described in Exhibit "1" of Attachment "A" hereto (the "Property") for the purposes of conducting all of the remedial action construction activities described in that certain Final Warm Springs Creek Remedial Design Unit 10 Remedial Action Work Plan dated June 30, 2014 and the remedial action monitoring and maintenance activities described in that certain Final Vegetation Management Plan dated May 2013 and the Draft Final Riparian Area Vegetation & Bank Stability Monitoring Plan for Willow Creek and Warm Springs Creek dated December 22, 2014 (the "Remedial Action Work"), receipt of which are hereby acknowledged by Owner. Atlantic Richfield, the EPA and the State may undertake, perform and monitor any and all Remedial Action Work permitted or contemplated by this Agreement using their respective employees, agents, representatives, contractors, subcontractors or designees. Owner hereby warrants and represents to Atlantic Richfield that, to the best of Owner's knowledge, Owner possesses full ownership of the Property and has the right to grant access to conduct the Remedial Action Work.

2. ACCESS LIMITATION. To the extent possible, for safety of Owner, Owner shall avoid areas where Remedial Action Work is being conducted and shall prohibit access by employees, customers, tenants, and others to areas where Remedial Action Work is being conducted.

3. TERM OF AGREEMENT. This Agreement shall commence on the Effective Date and shall continue until the date on which Atlantic Richfield provides Owner with the Notice of Completion of Remedial Action Work pursuant to the terms and conditions of paragraph 10 below.

4. NOTICE OF COMMENCEMENT OF REMEDIAL ACTION WORK. Atlantic Richfield will provide Owner with written notice at least two (2) weeks prior to first commencing the Remedial Action Work (the "Notice of Commencement of Remedial Action Work"). Thereafter, Atlantic Richfield, EPA and the State will be permitted during the term of this Agreement to access the Property to conduct the Remedial Action Work without additional notice to Owner.

5. RECORD OF REMEDIAL ACTION WORK. Owner will permit Atlantic Richfield to create a photographic, video or digital record to document the initial condition of the Property, as well as the condition of the Property during the conduct of the Remedial Action Work. Copies of all photographs, videotapes or digital images will be made available for review by Atlantic Richfield to Owner upon Owner's request.

6. RESPONSIBILITY OF OWNER. Subject to the terms and conditions of paragraphs 11 and 12 below, in order to allow Atlantic Richfield to perform the Remedial Action Work, Owner agrees to move all livestock, equipment, materials, or movable structures at such times as may be requested by Atlantic Richfield to a location that does not interfere with the Remedial Action Work.

7. FENCING OF PROPERTY. During the term of this Agreement, Atlantic Richfield have the right to remove and replace fences as necessary to allow (i) implementation of the Remedial Action Work on the Property, and (ii) coordination and implementation of work on adjacent properties.

8. WEED CONTROL. During the term of this Agreement, Atlantic Richfield Company shall take such steps, as may be reasonably necessary to control noxious or other weeds on the portions of the Property on which the Remedial Action Work is conducted. Following the expiration of the term of this Agreement, additional weed control will be performed as deemed necessary or advisable by Atlantic Richfield, EPA or the State with respect to the Property to address environmental conditions in accordance with the covenants and other terms and conditions set forth in Exhibit "4" to the Notice of Remedial Action Activities and Covenants.

9. NOTICE OF REMEDIAL ACTION ACTIVITIES AND COVENANTS. Contemporaneous with the execution of this Agreement, Owner will execute the Notice of Remedial Action Activities and Covenants attached hereto as Attachment "A". Atlantic Richfield will promptly record the Notice of Remedial Action Activities and Covenants with the Anaconda-Deer Lodge County Clerk and Recorder's Office. It is understood that the Remedial Action Work actually performed may be materially different or may be materially modified from the Remedial Action Work described in Exhibits "2" and "3" to the Notice of Remedial Action Activities and Covenants. In such event, Owner will execute an amendment to the Notice of Remedial Action Activities and Covenants that more accurately reflects the actual work performed and Atlantic Richfield will promptly record such amendment with the Anaconda-Deer Lodge County Clerk and Recorder's Office. It is further understood that certain Covenants are set forth in Exhibit "4" to the Notice of Remedial Action Activities and Covenants. The Covenants are intended to be covenants running with the land that shall survive the expiration of

the term of this Agreement and shall be binding on Owner's successors and assigns and any subsequent owners of the Property during their period of duration.

10. NOTICE OF COMPLETION OF REMEDIAL ACTION WORK AND TERMINATION OF TEMPORARY GRAZING AND USE RESTRICTION COVENANT.

Pursuant to paragraph 1 of Exhibit "4" to the Notice of Remedial Action Activities and Covenants, Owner has covenanted and agreed to refrain from and prohibit all grazing and other uses of the Property which may be inconsistent with or interfere with the establishment of permanent vegetation on the portions of the Property on which the Remedial Action Work will be conducted for the period commencing two (2) weeks after the Notice of Commencement of Remedial Action Work is provided by Atlantic Richfield to Owner pursuant to paragraph 4 above and continuing until the Notice of Completion of Remedial Action Work is provided by Atlantic Richfield to Owner pursuant to this paragraph (the "Temporary Grazing and Use Restriction Covenant"). For purposes of the Temporary Grazing and Use Restriction Covenant, "permanent vegetation" shall be deemed to be established when the vegetation becomes self-sustaining and otherwise meets required performance standards as determined by EPA in writing (the "Vegetation Performance Standards"). Atlantic Richfield shall provide Owner written notice within ten (10) days of receipt of EPA's written determination that the Vegetation Performance Standards have been met on the portions of the Property on which the Remedial Action Work was performed (the "Notice of Completion of Remedial Action Work"). Promptly following Owner's receipt of the Notice of Completion of Remedial Action Work, Atlantic Richfield and Owner shall execute the Termination of Temporary Grazing and Use Restriction Covenant attached hereto as Attachment "B". Following such execution, Atlantic Richfield will promptly record the Termination of Temporary Grazing and Use Restriction Covenant with the Anaconda-Deer Lodge County Clerk and Recorder's Office. Following such recording, Owner may return Owner's livestock, equipment, materials and movable structures to the Property and shall otherwise be permitted to resume use of the Property in a manner consistent with the Covenants set forth in Exhibit "4" to the Notice of Remedial Action Activities and Covenants, as modified by the Termination of Temporary Grazing and Use Restriction Covenant.

11. CATTLE PASTURE AREA. In consideration of Owner's grant of the Temporary Grazing and Use Restriction Covenant set forth in Exhibit "4" to the Notice of Remedial Action Activities and Covenants, Atlantic Richfield shall cause its affiliate, ARCO Environmental Remediation, LLC ("AERL"), to provide Owner with use of the pasture depicted on the map attached hereto as Attachment "C" consisting of approximately 430 acres (the "AERL Cattle Pasture") for the exclusive purpose of grazing up to 30 pair of cattle (60 cows) owned by Owner from May 1 to October 31 of each year during the term of this Agreement. Atlantic Richfield shall be solely responsible for the construction and maintenance of the boundary fence, the access gate and stock water tank as depicted on the map attached hereto as Attachment "C" during the term of this Agreement. At least fifteen (15) days prior to Owner using the AERL Cattle Pasture, Owner shall notify Atlantic Richfield either verbally or in writing of the date on which Owner intends to transfer Owner's cattle to the AERL Cattle Pasture. Subject to the terms and conditions of paragraph 12 below, Owner shall be solely responsible for transporting the cattle to and from the AERL Cattle Pasture and for the care and management of the cattle while located on the AERL Cattle Pasture. Owner hereby assumes all risk of loss with respect to the use of the AERL Cattle Pasture including without limitation losses arising from damage to

persons, property and livestock. Atlantic Richfield shall have no responsibility for, and Owner hereby releases Atlantic Richfield from, any losses or damages arising from Owner's use or occupancy of the AERL Cattle Pasture. Owner shall not assign Owner's rights under this paragraph to any person or entity without the prior written consent of Atlantic Richfield Company. If the vegetation on the AERL Cattle Pasture becomes stressed or compromised, as determined by Atlantic Richfield in its sole discretion, Atlantic Richfield shall have the right to designate no less than 430 acres of land owned by AERL in Section 5, T5N, R10W located southeast and adjacent to the AERL Cattle Pasture as an alternative pasture for Owner's cattle (the "AERL Alternative Cattle Pasture"). In the event of such designation by Atlantic Richfield, the rights and obligations of Owner and Atlantic Richfield with respect to the AERL Alternative Cattle Pasture shall be the same as set forth in this paragraph with respect to the AERL Cattle Pasture.

12. ADDITIONAL CONSIDERATION FOR TEMPORARY GRAZING AND USE RESTRICTION COVENANT. As additional consideration for Owner's grant of the Temporary Grazing and Use Restriction Covenant set forth in Exhibit "4" to the Notice of Remedial Action Activities and Covenants, Atlantic Richfield hereby agrees to compensate Owner for increased expenses and burdens of caring for and managing Owner's cattle on the AERL Cattle Pasture for the period commencing with the Effective Date of this Agreement and continuing for a period of seven (7) years, through and including October 31, 202\_\_, in the total lump sum amount of \$54,845. Such total lump sum amount shall be due and payable from Atlantic Richfield to Owner within thirty (30) days of the Effective Date. In the event the term of this Agreement is less than seven (7) years Owner shall retain the total lump sum amount paid by Atlantic Richfield to Owner pursuant to this paragraph. In the event the term of this Agreement is more than seven (7) years, Atlantic Richfield shall pay Owner additional compensation on an annual basis during the remaining term of this Agreement in the amount of \$7,835 per year ("Additional Annual Compensation"). Any required Additional Annual Compensation shall be due and payable from Atlantic Richfield to Owner within thirty (30) days of the anniversary of the Effective Date of this Agreement, commencing with the seventh anniversary.

13. CONSIDERATION FOR PERMANENT GRAZING RESTRICTION AND ACCESS COVENANTS. In consideration of Owner's grant of the Permanent Grazing Restriction and Access Covenants set forth in paragraphs 2 and 3 of Exhibit "4" to the Notice of Remedial Action Activities and Covenants, Atlantic Richfield hereby agrees to compensate Owner in the total lump sum amount of \$10,800.00. Such total lump sum amount shall be due and payable from Atlantic Richfield to Owner within thirty (30) days of the Effective Date.

14. INDEMNIFICATION OF OWNER. Atlantic Richfield agrees to indemnify and hold harmless Owner from any and all actions, claims, demands, liabilities, losses, damages or expenses, including damage to property or for loss of use of property, which may be imposed on or incurred by Owner as a result of Atlantic Richfield's negligent, reckless or willful acts or omissions while on the Property, except to the extent that such actions, claims, demands, liabilities, losses, damages or expenses result from the wrongful acts or omissions of the Owner.

15. MISCELLANEOUS.

a. Delivery of Notice. All notices by or pertaining to this Agreement shall be in writing and shall be sent to Owner and Atlantic Richfield at the respective addresses below. Either Owner or Atlantic Richfield may designate a different address for receipt of notice by providing written notice of such change to the other. All notices shall be sent by certified mail, return receipt requested.

TO: ATLANTIC RICHFIELD:

Atlantic Richfield Company  
Attn: Rob Jordan  
317 Anaconda Road  
Butte, MT 59701

TO: OWNER:

Virgil D. Gochanour  
113 Warren Street  
Anaconda, MT 59711

b. Effect of Agreement. Nothing in this Agreement is intended or will be construed as a waiver of any right, claim or defense by any party to this Agreement against the other or against any other person or entity under any federal, state or local statute, rule or regulation or the common law, or as creating any right or benefit in favor of any person or entity other than Owner. This Agreement and the rights and obligations created hereby will be binding upon and inure to the benefit of Owner and Atlantic Richfield and their respective assigns and successors in interest.

c. Negation of Agency Relationship. The Agreement will not be construed to create, either expressly or by implication the relationship of agency or partnership between Owner and Atlantic Richfield. Neither Owner nor Atlantic Richfield is authorized to act on behalf of the other in any manner related to the subject matter of this Agreement, and neither will be liable for acts, errors, or omissions of the other entered into, committed or performed with respect to or in the performance of this Agreement.

d. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Montana.

e. Construction. Whenever possible, each provision hereof will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or such invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.

f. Entire Agreement. This Agreement embodies the entire agreement of Owner and Atlantic Richfield with respect to the subject matter hereof, and no prior oral or written representation shall serve to modify or amend this Agreement. This Agreement may not be modified, except by written agreement signed and duly authorized by Owner and Atlantic Richfield.

g. Designation of Rights. Atlantic Richfield may designate any person or entity to exercise the rights granted under this Agreement. Atlantic Richfield must provide to owner written notice of any designation made pursuant to this paragraph.

h. Third-Party Beneficiaries. EPA and the State shall be deemed third-party beneficiaries of this Agreement to the extent rights are granted to them hereunder.

IN WITNESS WHEREOF, Owner and Atlantic Richfield have executed this Agreement effective as of the Effective Date first written above.

OWNER:

ATLANTIC RICHFIELD COMPANY:

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**ATTACHMENT "A"**

After recording please return to:  
Atlantic Richfield Company  
317 Anaconda Road  
Butte, Montana 59701  
Attn: Rob Jordan

**NOTICE OF REMEDIAL ACTION ACTIVITIES AND COVENANTS**

**NOTICE IS HEREBY GIVEN:**

The undersigned, Virgil D. Gochanour ("Owner"), is the owner of that certain real property described in Exhibit "1" attached hereto (the "Property"). Pursuant to the terms and conditions of a certain Landowner Agreement between Owner and Atlantic Richfield Company ("Atlantic Richfield") dated \_\_\_\_\_, 2015 ("Landowner Agreement"), Owner has permitted the Atlantic Richfield, the United States Environmental Protection Agency ("EPA"), the State of Montana (the "State") and their respective employees, agents, representatives, contractors, subcontractors and other designees to undertake and perform certain environmental remedial action activities on the Property, which activities are more particularly described in Exhibits "2" and "3" hereto. In order to ensure that the remedial action activities are successfully performed and maintained, the Owner has agreed to perform and comply with the covenants and other terms and conditions set forth in Exhibit "4" hereto as covenants running with the land that are binding on all future owners of the Property during their period of duration.

Pursuant to Mont. Code Ann. § 70-20-101, Atlantic Richfield will provide a complete copy of the Landowner Agreement upon request without charge.

**IN WITNESS WHEREOF**, the parties have signed this Notice of Response Action Activities and Covenants this \_\_\_\_ day of \_\_\_\_\_, 2015.

**OWNER(S):**

Name: \_\_\_\_\_

STATE OF MONTANA

)

)ss:

COUNTY OF \_\_\_\_\_

)

On this \_\_\_\_ day of \_\_\_\_\_, 2015 before me, a Notary Public for the State of Montana, personally appeared Virgil D. Gochanour known to me to be the persons that executed the within instrument and acknowledged to me that they executed the same.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public for the State of Montana

Residing at \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**EXHIBIT "1"**  
(to Notice of Remedial Action Activities and Covenants)

**DESCRIPTION OF THE REAL PROPERTY**

Section 27, Township 5 North, Range 10 West

East half (E1/2) located north of MT Hwy 48.

Geocode: 30-1378-27-1-01-01-0000

Tax ID : 507950

Deer Lodge County, Montana

**EXHIBIT "2"**  
(to Notice of Remedial Action Activities and Covenants)

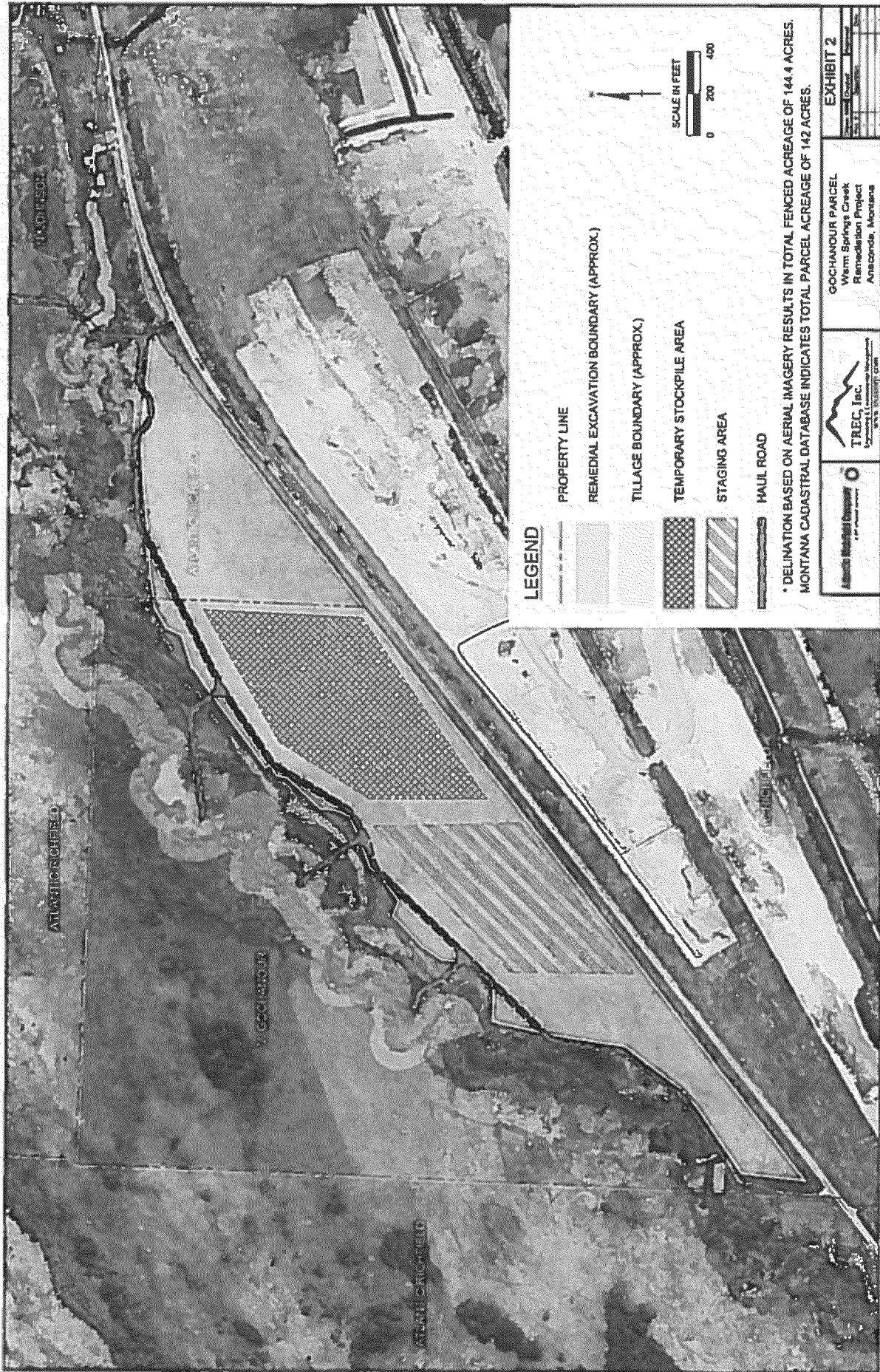
**DESCRIPTION OF REMEDIAL ACTION WORK**

Atlantic Richfield intends to perform the Work necessary to complete Remedial Actions (RA) for the portion of Warm Springs Creek located in Section 27, Township 5 North, Range 10 West, northwest of MT Hwy 48, Deer Lodge County, Montana. The Work is being performed under the Anaconda Water, Waste and Soils Operable Unit (ARWW&S OU) of the Anaconda Smelter NPL Site to satisfy the remedial requirements of the Warm Springs Creek Remedial Design Unit 10 ("RDU 10").

Major elements of the Remedial Action Work to be performed under this project include:

- Removal of contaminated soils from portions of the Warm Springs Creek streambanks and adjacent floodplain;
- Stabilization of select Warm Springs Creek streambanks using bioengineering techniques and planting of deep, binding, woody vegetation;
- Relocate stream channel to the historic channel meander;
- Floodplain grading and backfill as necessary to promote positive drainage, incorporation of soil amendments, and revegetation;
- Reclaim all disturbed areas including tilling and revegetating the staging and stockpile areas; and
- Post-construction monitoring and maintenance of remedy components.

See the attached maps and figures on immediately following pages for approximate remedy locations.



DRAWING 2: EXHIBIT 2: PROJECT 1332: AT MT. ANACOSTIA, MONTANA. PROJECT 1332: CADASTRAL DATABASE. COORDINATION: 12-11-14 DWS

Print Date: 12/11/2014 1:39 PM

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**EXHIBIT "3"**  
**(to Notice of Remedial Action Activities and Covenants)**

**DEPICTION OF REMEDIAL ACTION ACTIVITIES**

## **EXHIBIT "4"**

(to Notice of Remedial Action Activities and Covenants)

### **COVENANTS**

1. Temporary Grazing and Use Restriction Covenant. Commencing on the date two (2) weeks after the Notice of Commencement of Remedial Action Work is provided by Atlantic Richfield to Owner pursuant to paragraph 4 of the Landowner Agreement and continuing until the date on which the Termination of Temporary Grazing and Use Restriction Covenant is recorded by Atlantic Richfield with the Anaconda-Deer Lodge County Clerk and Recorder's Office pursuant to paragraph 10 of the Landowner Agreement, Owner covenants and agrees to refrain from and prohibit all grazing and other uses of the Property which may be inconsistent with or interfere with the establishment of permanent vegetation on the portions of the Property on which the Remedial Action Work will be conducted. For purposes of this Covenant, "permanent vegetation" shall be deemed to be established when the vegetation becomes self-sustaining and otherwise meets required performance standards as determined by EPA in writing.

2. Permanent Grazing Restriction Covenant. Commencing on the date on which the Termination of Temporary Grazing and Use Restriction Covenant is recorded by Atlantic Richfield with the Anaconda-Deer Lodge County Clerk and Recorder's Office pursuant to paragraph 10 of the Landowner Agreement and continuing thereafter in perpetuity for so long as the Property is used for grazing purposes, the Owner covenants and agrees to maintain the property in good condition using "Best Available Grazing Management Practices". For purposes of this Covenant, the term Best Available Management Practices shall mean the use of rotational or other practices approved by the United States Department of Agriculture, Natural Resources Conservation Service for the property to maintain and improve range conditions.

3. Permanent Access Right Covenant. Owner covenants and agrees to grant access to the Property at all reasonable times to Atlantic Richfield, the United States Environmental Protection Agency ("EPA"), the State of Montana (the "State") and their respective designees for the purposes of (a) monitoring Property Owner's compliance with the Covenants, (b) conducting any investigation, monitoring, maintenance, sampling or other activities with respect to the Property, or (c) conducting any response activities or remedial action that Atlantic Richfield, EPA or the State deems necessary or advisable with respect to the Property to address environmental conditions thereon. Atlantic Richfield, EPA, the State and/or their respective designees, as the case may be, shall provide Owner with either written or verbal notice at least twenty-four (24) hours prior to entering onto the Property for any of the purposes authorized pursuant to this paragraph. Additionally, Atlantic Richfield, EPA, the State and/or their respective designees, as the case may be, will make every reasonable effort to minimize any inconvenience to Owner during any such entry, and will work closely with Owner to address any concerns Owner may have about such entry. This access covenant is intended to continue in perpetuity.

4. Running With The Land. Owner agrees that the covenants set forth above are intended to and shall be covenants running with the land, binding upon any and all persons or entities who acquire any interest or interests in any or all of the Property, including without limitation all successors in interest, assigns and transferees of Owner. Atlantic Richfield, EPA and the State shall have the right, but not the obligation, to enforce the Covenants. The Covenants shall be enforceable during their duration to the fullest extent permitted by Montana Law. Owner hereby specifically agrees that in addition to all other remedies available under this Agreement, at law or in equity, the remedy of "specific performance" shall be available to any party entitled to enforce the Covenants.

4. Binding Effect. Any person or entity who acquires any right, title or interest in any portion of the Property shall be conclusively deemed to have consented and agreed to the Covenants contained herein, whether or not any reference to the Landowner Agreement or these Covenants is contained in the instruments by which such person or entity acquires an interest in the Property.

5. Third Party Beneficiaries. EPA and the State shall be third party beneficiaries of the Covenants to the extent provided in the Covenants.

**ATTACHMENT "B"**

**TERMINATION OF TEMPORARY GRAZING AND USE RESTRICTION COVENANT**



After recording please return to:  
Atlantic Richfield Company  
317 Anaconda Road  
Butte, Montana 59701  
Attn: Rob Jordan

## **TERMINATION OF TEMPORARY GRAZING AND USE RESTRICTION COVENANT**

This Termination of Temporary Grazing and Use Restriction Covenant ("Termination Agreement") is executed this \_\_\_\_ day of \_\_\_\_\_, 2015 by Atlantic Richfield Company, a Delaware company ("Atlantic Richfield"), whose address is 317 Anaconda Road, Butte, Montana 59701, and Virgil D. Gochanour ("Owner"), whose address is 113 Warren Street, Anaconda, Montana 59711.

### **Recitals**

A. Pursuant to the terms of a certain Landowner Agreement between AR and Owner dated \_\_\_\_\_, 2015 and a certain Notice of Remedial Action Activities and Covenants dated \_\_\_\_\_, 2015 (recorded in the real property records of Anaconda-Deer Lodge County, Montana, on \_\_\_\_\_, 2015 in Book \_\_\_\_\_ at Page \_\_\_\_\_) ("Covenant Agreement"), Owner agreed to impose a temporary grazing and use restriction covenant on the real property more particularly described in Exhibit "1" hereto in order to allow Atlantic Richfield, the United States Environmental Protection Agency and the State of Montana to conduct certain environmental remedial action activities on the Property.

B. Atlantic Richfield and Owner now desire to terminate the temporary grazing and use restriction covenant in accordance with the terms of this Termination Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Atlantic Richfield and Owner agree as follows:

## **TERMINATION AGREEMENT**

1. **General.** This Termination Agreement is for the purpose of terminating the temporary grazing and use restriction covenant set forth in paragraph 1 of Exhibit "4" of the Covenant Agreement. To the extent that the provisions of this Termination Agreement conflict with the provisions of the Covenant Agreement, the provisions of this Termination Agreement shall control.

2. **Termination.** The temporary grazing and use restriction covenant set forth in paragraph 1 of Exhibit "4" of the Covenant Agreement is hereby deleted in its entirety and shall have no further force or effect. The additional covenants set forth in paragraphs 2 and 3 of Exhibit "4" of the Covenant Agreement shall remain in full force and effect.

3. **Coordination/Continued Validity of Other Provisions.** This Termination Agreement is intended to operate in conjunction with the Covenant Agreement. Except as expressly provided in this Termination Agreement, the provisions of the Covenant Agreement (including without limitation the additional covenants) shall remain in full force and effect.

4. **Effective Date.** This Termination Agreement shall be effective as of the date recorded in the Anaconda-Deer Lodge County real property records.

The parties have executed this Termination Agreement as of the date first written above.

**OWNER:**

\_\_\_\_\_  
Virgil D. Gochanour

**ATLANTIC RICHFIELD COMPANY:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF MONTANA )  
 ) ss.  
COUNTY OF SILVER BOW )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Atlantic Richfield Company and acknowledged to me that she/he executed the foregoing instrument on behalf of Atlantic Richfield Company.

Witness my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public for the State of Montana  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF MONTANA )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, a Notary Public for the State of Montana, personally appeared Virgil D. Gochanour known to me to be the person that executed the within instrument and acknowledged to me that he executed the same.

Witness my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public for the State of Montana  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**EXHIBIT "1"**  
(to Termination of Temporary Grazing and Use Restriction Covenant)

**DESCRIPTION OF THE REAL PROPERTY**

Section 27, Township 5 North, Range 10 West

East half (E1/2) located north of MT Hwy 48.

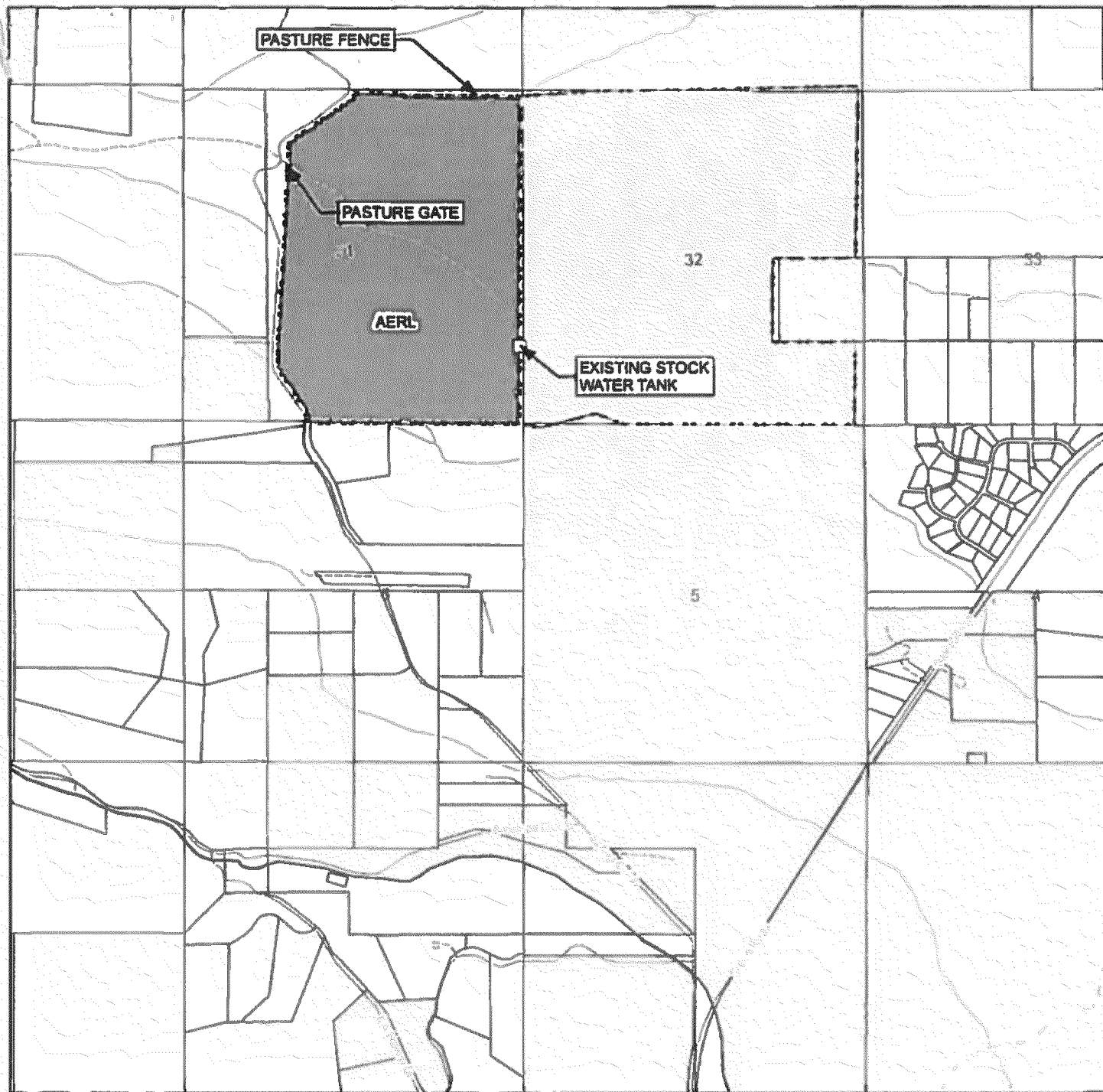
Geocode: 30-1378-27-1-01-01-0000

Tax ID : 507950






Deer Lodge County, Montana

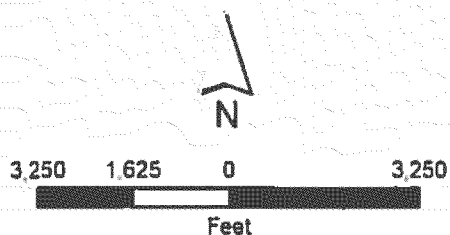
**ATTACHMENT "C"**

**MAP OF AERL CATTLE PASTURE**



### Legend

-  Pasture Fence
-  Proposed Pasture
-  AERL Property
-  Ownership Boundary
-  Existing Stock Water Tank



AERL Cattle Pasture Map  
ARWW&S Operable Unit  
Anaconda, Montana

